Kirkland Tourism Program
Request for Qualifications
Marketing and Public Relations Consultant
Job # 33-14-CMO

The City of Kirkland Tourism program seeks a marketing and public relations consultant to support and enhance the work of the Tourism Team by providing expertise and assistance.

I. BACKGROUND

The City of Kirkland's Tourism program is funded by Lodging Taxes and overseen by the Tourism Development Committee (formerly called the Lodging Tax Advisory Committee or LTAC). It is managed by the City's Economic Development Manager, located in the City Manager's Office. The primary goal of Kirkland's Tourism Program is to attract visitors that will stay in Kirkland's lodging establishments.
It does this by:

- Conducting extensive media outreach to regional and national publications that feature Kirkland's various assets including the waterfront and water activities, arts scene and public art, boutique shopping, hotels and dining establishments, parks and recreation activities
- Supporting events that draw overnight stays
- Maintaining a current and informative tourism website (explorekirkland.com)
- Maintaining a social media strategy
- Marketing Kirkland as a destination by developing targeted marketing and ad materials
- Developing and distributing visitor, event and dining guides, maps, and general information
- Developing and distributing monthly electronic event guides
- Developing tourism resources and partners through a quarterly networking meeting

The primary markets (regional/national) for the City of Kirkland's Tourism Program include:

1. Visitors (e.g. tourists—including day and overnight visitors, and corporate business travelers)
2. Professional Planners (e.g. meeting, wedding, and travel)
3. Media (e.g. business, travel, lifestyle, and wedding)

A 2009 branding study concluded that the biggest draw for visitors to Kirkland is the waterfront. Additionally, Kirkland refreshed the study quite recently and the findings demonstrated that an accessible waterfront and walkable downtown remain dominant tourism assets as well as the ample recreational offerings including water recreation (boating, kayaking, paddle boarding), cycling and hiking. Dining, shopping and art experiences are all strong reasons to come to Kirkland and could be refreshed and expanded.

The major initiatives for the Tourism Program this coming year are:

- To raise the profile of Kirkland as a destination through editorial opportunities and earned media
- Develop copy for various tourism assets and activities
- Host an event for concierges and travel planners
- Expand the social media strategy

II. PROJECT SCOPE

1. PUBLIC RELATIONS:

- Write press releases on various events, activities, city assets and promotions taking place in Kirkland to distribute to regional publications.

- Awareness of regional and national publication's editorial calendars and successful pitch Kirkland to be included in content.
- Create media story sheets and Kirkland fact sheets.
- Leverage PR opportunities of Kirkland hotels, tourism partners and events.

2. COPY WRITING:

- Website -- Evaluate copy on explorekirkland.com and enhance for SEO as well as develop a press page.
- Monthly spotlight articles—Write feature articles on events and activities in Kirkland to post on explorekirkland.com.
- Copy Editing: Review monthly calendar of events as well as other publication pieces as needed.

III. CONTRACT

Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A) for May, 2014 to January 2015. The City can exercise an option to renew the contract for two additional years.

IV. BUDGET

$25,000/yr.

V. TIMELINE

Following is a tentative timeline for this RFQ:

• Proposal release	April 10, 2014
• Qualifications due by 4:00 pm PDT	April 28, 2014
• Vendor interviews	Second week in May
• Contract signing	May 21, 2014

VI. SUBMITTAL INSTRUCTIONS

Qualifications are due in the office of the City's Purchasing Agent by **4:00 pm PDT, April 28, 2014**. Qualifications may be submitted as email attachments in MS Word or PDF format to purchasing@kirklandwa.gov. (Do not submit qualifications as a Zip file.), or mailed or delivered to:

City of Kirkland
Attn: Purchasing Agent, Job #33-14-CMO
123 5th Avenue
Kirkland, WA 98033

The Tourism Team will evaluate all qualifications submitted and, based on qualifications, select those to be interviewed. At the interview, Tourism Team will request a scope of work including anticipated hours and hourly rate for each task. Interviews will be scheduled for mid-May, 2014.

VII. SUBMISSION REQUIREMENTS

Please include with each submission:

- Qualifications
- Examples of relevant projects
- References (minimum of 3)

VIII. SELECTION CRITERIA

Selection criteria may include, but not be limited to, the following:

- The City of Kirkland reserves the right to accept the proposal it considers most qualified and serves in the City's best interest.
- Successful, demonstrated experience in developing and implementing tourism public relations and marketing plans.
- Successful, experience in working with government entities in social media strategies
- Ability to effectively communicate with a cross section of Kirkland businesses and effectively implement the program goals and objectives.
- Approach to completing the required tasks.
- Organization/communication skills.

Final Ranking:
After the interviews are completed the Selection Committee will rank the firms interviewed. The qualifications proposal, and interview/presentation will be weighted equally and scored as follows:

• Understanding of project scope and requirements	20 points
• Previous experience in similar projects	20 points
• Suggested project approach	25 points
• Expertise of key personnel	20 points
• Response from references/past projects	15 points
Total Maximum	100 points

IX. QUESTIONS

Questions regarding the scope of work must be submitted to Philly Hoshko, Special Projects Coordinator, at phoshko@kirklandwa.gov.

Attachment A

PROFESSIONAL SERVICES AGREEMENT
Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed $_____, as detailed in Attachment _____.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.

E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or

subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. **Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:	CITY OF KIRKLAND:
By: _____	By: _____ Marilynne Beard, Deputy City Manager
Date: _____	Date: _____